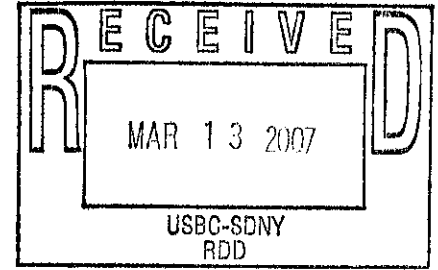


UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK



-----x	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----x	:	

NOTICE OF OBJECTION TO NINTH OMNIBUS OBJECTION TO CLAIM

Title of Claim Objection: Ninth Omnibus Objection to Claim #1768

Name of Claimant: Ball Systems, Inc.

Basis For Claim Amount: Claim #1768. Debtor (Delco Electronics Overseas Corporation) issued to Claimant a Purchase Order # 450107774. Goods were manufactured and delivered to Debtor in accordance to issued Purchase Order. Claimant invoiced Debtor on invoice # 10749 in accordance with Purchase Order. Debtor never paid invoice.

This claim should not be disallowed because it is a valid claim, which Debtor never paid. The claim # 1768 was timely filed with the Court. Debtor's Books and Records in regards to this claim are incorrect. Attached hereto are the Debtor's Purchase Order, Claimant's Sales Order, Packing Slip, Bill of Laden and Invoice. Debtor received the goods ordered and never objected to the receipt of, condition of, or sufficiency of the goods. Debtor

never objected to the Claimant's invoice. Also attached are copies of emails from Debtor stating the Claim was subject to the Court's jurisdiction. Attached hereto is an email in which Debtor states the claim has not been entirely paid, although Claimant disputes Debtor's statement of the unpaid amount. These documents clearly show Debtor acknowledges the Claim as valid and still unpaid. This is a legal, valid trade obligation of the Debtor, which was not paid at the time of the Chapter 11 filing. Claimant has provided evidence of a valid claim. Debtor should not ask the Court to disallow or expunge the claim without first providing the Court evidence that this Claim has no basis. Debtor must show the Court that this Claim was paid in full or that the goods were never received.

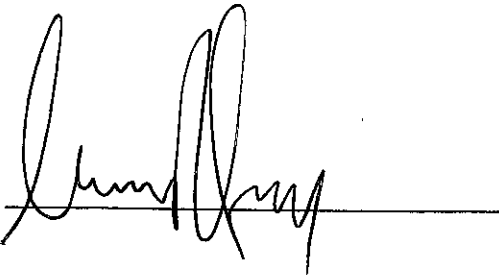
Claimant hereby objects to the disallowance of this claim and asks the Court to allow the full claim amount of \$9060.00.

Claimant can be contacted: Ball Systems

622 S. Range line Rd Suite 624B

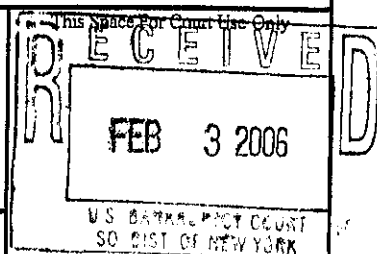
Carmel, IN 47906

Dated: Carmel, IN  
March 11, 2007

By: 

<b>United States Bankruptcy Court Southern District Of New York</b>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>DELCO ELECTRONIC OVERSEAS CORP</b>	Case Number <b>05-44610</b>	This Space For Court Use Only
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>BALL SYSTEMS</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent: <b>TOM HOUCK 622 S. Range Line Rd. Suite 624B Carmel, IN 46032</b>	This Space For Court Use Only	
Telephone Number: <b>317 848 0205</b>	This Space For Court Use Only	
Account or other number by which creditor identifies debtor:	Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated: _____	
<b>1. Basis for Claim</b> <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
<b>2. Date debt was incurred:</b> <b>6/14/2005</b>	<b>3. If court judgment, date obtained:</b>	
<b>4. Total Amount of Claim at Time Case Filed: \$</b> <u>9060.00</u> (Unsecured Nonpriority) (Secured) (Unsecured Priority) (Total)		
* If all or part of your claim is secured or entitled to priority, also complete Item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
<b>6. Unsecured Nonpriority Claim \$</b> _____ <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
<b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		
Date: <b>1/16/06</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>Thomas P. Houck General Manager</b>	

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357i



<b>United States Bankruptcy Court</b> <span style="font-size: 1.2em; margin-left: 20px;">Southern District Of New York</span>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>DELCO ELECTRONIC OVERSEAS CORP</b>	Case Number <b>05-44610</b>	This Space For Court Use Only
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>BALL SYSTEMS</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent: <b>TOM HOUCK 622 S. Range Line Rd. Suite 624B Carmel, IN 46032</b>		
Telephone Number: <b>317 848 0205</b>		
Account or other number by which creditor identifies debtor:	Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated: _____	
<b>1. Basis for Claim</b> <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <div style="margin-left: 350px;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)  <input type="checkbox"/> Wages, salaries, and compensation (fill out below)          Last four digits of SS #: _____          Unpaid compensation for services performed from _____ to _____  <div style="display: flex; justify-content: space-around; width: 100%;"> <span>(date)</span> <span>(date)</span> </div> </div>		
2. Date debt was incurred:	3. If court judgment, date obtained:	
<b>4. Total Amount of Claim at Time Case Filed: \$</b> <u>9060.00</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>(Unsecured Nonpriority)</span> <span>(Secured)</span> <span>(Unsecured Priority)</span> <span>(Total)</span> </div> <div style="text-align: right; margin-right: 50px;"><b>9060.00</b></div> <p style="font-size: 0.7em;">* If all or part of your claim is secured or entitled to priority, also complete items 5 and 7 below.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <div style="margin-left: 20px;"> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle  <input type="checkbox"/> Other _____          Value of Collateral \$ _____       </div> Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <p style="font-size: 0.7em;">* Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>	
<b>6. Unsecured Nonpriority Claim \$</b> _____ <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		This Space For Court Use Only
Date: <b>1/16/06</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <div style="text-align: center; font-size: 1.2em;">   <b>Thomas P. Houck General Manager</b> </div>	

Ball Systems, Inc.  
05-44481-rdd  
622 S. Range Line Road  
Suite 624B  
Carmel, IN 46032

Doc 7318

Filed 03/13/07

Pg 5 of 17

Entered 03/19/07 14:31:27

Main Document

# Ball Systems

Custom Electronics Solutions

**INVOICE NO. 10749**

Page 1 of 1

**Bill To** DELPHI DELCO SYSTEMS UK  
ADMIN. SVC CTR  
P.O. BOX 75  
DELPHI HOUSE WINDMILL ROAD  
GREAT BRITAIN, LIVERPOOL L337XL

**Ship To** ANNETTE MCGUNIGLE  
DELPHI DELCO SYSTEMS UK  
ADMIN. SVC CTR  
P.O. BOX 75  
DELPHI HOUSE WINDMILL ROAD  
GREAT BRITAIN

Invoice Date 06/14/2005  
Due Date 06/14/2005  
Your Order LE104772  
FOB CARMEL, IN  
Ship Via PANALPINA  
Terms 2nd Day/2nd Mth  
Our Order 1509  
Packer No. 1724  
Salesperson HOUSE ACCOUNT

Order Qty	Ship Qty	Part ID/Description	U/M	Unit Price	Extended
4	3	BS-419	EA	2,780.00000	8,340.00
1	1	CAT A4:E2 CONDITIONING NEST PR10172721 00020 EXPEDITING ADDITIONAL WORK	EA	720.00000	720.00
<b>Subtotal</b>					<b>9,060.00</b>
<b>Total</b>					<b>9,060.00</b>

# Ball Systems

Custom Electronics Solutions

INVOICE # 10749

DATE: JUNE 14, 2005

FROM: BALL SYSTEMS INC.  
622 S. RANGELINE ROAD  
SUITE 624B  
CARMEL, INDIANA 46032 USA

SHIPPER  
Fed ID # 20-0551636

TO: DELPHI LIVERPOOL  
MOORGATE ROAD  
KIRKBY, LIVERPOOL L33 7XL  
UNITED KINGDOM

CONSIGNEE

PURCHASE ORDER # LE104772

ATTENTION: ANNETTE MCGUNIGLE

QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3		BS419 -CAT A4:E2 CONDITIONING NESTS	\$2,780.00 U.S.	\$8,340.00 U.S.

TOTAL VALUE OF ABOVE ITEMS: \$8,340.00 U.S.

SCHEDULE B # 9023.00.0000 4

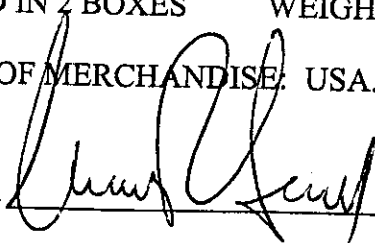
FREIGHT COLLECT

TERMS OF SALE - 2<sup>ND</sup> DAY 2<sup>ND</sup> MONTH

SHIPPED IN 2 BOXES WEIGHT: 39KGS DIMENSIONS:30"X20"X20"

ORIGIN OF MERCHANDISE: USA.

SHIPPER



TOM HOUCK, GENERAL MANAGER

STRAIGHT BILL OF LADING- SHORT FORM

ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's Name: TOWN AIR

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading.

at 622 S. Rongeline Rd, Carmel, IN (Date) 6/14/05 FROM Ball Systems

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and us to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only.)

Consigned TO Panapina

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination 600 Devon Street Elk Grove City

County IL State 60007 Zip

Route \_\_\_\_\_ Delivery Address ★ \_\_\_\_\_

(★To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier \_\_\_\_\_ Date \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ And Remit to \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

[illegible]

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

Paid by  
☐ Shipper      ☐ Consignee

If charges are to be prepaid, write on stamp here, "To be Prepaid."

Received \$ \_\_\_\_\_ to apply  
in prepayment of the charges on the  
property described hereon.

Agent or Cashier

Per \_\_\_\_\_  
(The signature here acknowledges only  
the amount prepaid.)

Charges Advanced:

\$ \_\_\_\_\_

† "The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification."

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.  
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Shipper, Per Ball Systems

Permanent post-office address of shipper, 672 S. Riverside Rd. Carmel, IN 46032

Journal (2) 1620

Per M. Bristow 6/14/05



# Bal Systems

Custom Electronics Solutions

622 S. Range Line Road  
Suite 624B  
Carmel, IN 46032  
Phone: 317-848-0205  
Fax: 317-848-0207

**Packing Slip No. 1724**

Page 1 of 1

**Bill To** DELPHI DELCO SYSTEMS UK  
ADMIN. SVC CTR  
P.O. BOX 75  
DELPHI HOUSE WINDMILL ROAD  
GREAT BRITAIN

**Ship To** ANNETTE MCGUNIGLE  
DELPHI DELCO SYSTEMS UK  
ADMIN. SVC CTR  
P.O. BOX 75  
DELPHI HOUSE WINDMILL ROAD  
GREAT BRITAIN LIVERPOOL L33 7XL

**Ship Date** 06/14/2005  
**Ship Via** PANTAT DATA  
**Packages** 2  
**Total Wgt.** 100LBS  
**Ppd/Col** COL

Qty	Ship/BO Qty	Part ID/Description	U/M	Customer PO	Our Order
4	3	BS-419	EA	LE104772	1509
	0	CAT A4:E2 CONDITIONING NEST			

PLEASE NOTIFY US IMMEDIATELY IF ERROR IS FOUND IN SHIPMENT

PACKED BY: MIKE N. CHECKED BY: TOM H.



From Ball Systems  
622 S. Range Line  
Suite 624B  
Carmel, IN 46032  
USA  
Phone (317)848-0205  
Fax (317)848-0207

**Acknowledgment No. 1509**

Page 1 of 1

Bill To DELPHI DELCO SYSTEMS UK  
ADMIN. SVC CTR  
P.O. BOX 75  
DELPHI HOUSE WINDMILL ROAD  
LUTON, ENG LU1 3YU  
GREAT BRITAIN

Ship To ANNETTE MCGUNIGLE  
DELPHI DELCO SYSTEMS UK  
ADMIN. SVC CTR  
P.O. BOX 75  
DELPHI HOUSE WINDMILL ROAD  
LUTON, ENG LU1 3YU  
GREAT BRITAIN

Order Date 05/26/2005  
Ship Date 06/13/2005  
Your Order LE104772  
FOB CARMEL, IN  
Ship Via PANALPINA  
Terms 2nd Day/2nd Mth  
Salesperson HOUSE ACCOUNT

Order Qty	Part ID/Description	U/M	Unit Price	Ext. Price
1	BS-419	EA	2,100.00000	11,120.00
	Rev			
	CAT A4:E2 CONDITIONING NEST			

Ship Schedule 4 06/13/2005

11,120.00

**Buyer:**  
DELPHI  
DELCO ELECTRONICS OVERSEAS CORP  
MOORGATE ROAD  
KIRKBY  
LIVERPOOL  
L33 7XL  
GREAT BRITAIN

**Deliver to:**  
DELPHI D LIVERPOOL  
Moorgate Road  
LIVERPOOL  
L33 7XL  
GREAT BRITAIN

BALL SYSTEMS INC  
323 S RANNEY AVENUE  
CARMEL IN 46032  
UNITED STATES

**Invoice to:**  
Delphi Delco Electronics Systems  
Administrative Service Center  
PO Box 75, Delphi House  
Windmill Road  
LUTON  
LU1 3YU  
GREAT BRITAIN

**Purchase Order**  
PO Number 450107774 Date Issued 06/06/2005  
Version 06/06/2005 05:15:42

Delivery date: 06/03/2005

Vendor No: 1004202  
DUNS No: 121575468

Payment Terms: ZMN2 Currency: USD  
Payment settled on 2nd, 2nd Month

Incoterms: FCA- Freight Forwarder's Dock

Buyer Tax id: GB616003976  
Seller Tax id:

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant Requester																		
00010	PR10172721 00010 REF LE104772-CONDITIONING NEST "NO LID" DESIGN CONDITIONING NEST	1.000	U001 DELPHI D LIVERPOOL MUSKETT S																		
<table><tr><th>Delivery Date</th><th>Scheduled Quantity</th><th>Price</th><th>Price Unit</th><th>UOM</th><th>Value</th></tr><tr><td>06/03/2005</td><td>1.000</td><td>11,120.00</td><td>1</td><td>PU</td><td>11,120.00</td></tr><tr><td colspan="5">Net Line Item Value</td><td>USD 11,120.00</td></tr></table>				Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value	06/03/2005	1.000	11,120.00	1	PU	11,120.00	Net Line Item Value					USD 11,120.00
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value																
06/03/2005	1.000	11,120.00	1	PU	11,120.00																
Net Line Item Value					USD 11,120.00																
00020	PR10172721 00020 REF LE104772-WEEKEND WORKING WEEKEND WORKING AS AUTHORISED BY DAVE KABLUCZENKO	1.000	U001 DELPHI D LIVERPOOL MUSKETT S																		

\*\*\*\*\*  
The following written information must be provided to, and agreed by the purchase contact named above within 7 days of completion of order:  
1. Total material cost.  
2. Labour rate per hour  
3. Total labour cost  
4. Other cost (please specify)  
5. Total invoice cost  
Failure to comply with the above may delay invoice payment.  
\*\*\*\*\*

Purchasing Contact: McGunigle, Annette  
Phone: 441515493206  
Fax: 441515493422  
Company Registration Number:  
Date and Time Printed: 06/06/2005 05:15:42

Contact Address:  
DELPHI DELCO ELECTRONICS SYSTEMS  
MOORGATE ROAD KIRKBY,  
LIVERPOOL  
L33 7XL

**McGUNIGLE**  
09 JUN 2005  
PURCHASING DEPT

BALL SYSTEMS INC  
 622 S RANGE LINE RD STE 624 B.  
 CARMEL IN 46032  
 UNITED STATES

## Purchase Order

PO Number	Date Issued
450107774	06/06/2005
Version	
06/06/2005 05:15:42	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Description	Requester
				<b>Delivery Date</b>	<b>Scheduled Quantity</b>
				06/03/2005	1.000
				<b>Price</b>	<b>Price Unit</b>
				1.00	1 PU
				<b>Net Line Item Value</b>	<b>Value</b>
				USD	1.00

<b>Total net value</b>	USD	11,121.00
------------------------	-----	-----------

### Notes:

\*\*\*\*\*  
 It is a condition of purchase that all advice notes/invoices show the correct ORDER NO. and our ITEM NO. quoted on this order. THIS MUST BE ADHERED TO.

HAZARDOUS MATERIALS Restricted, toxic, and hazardous materials - Suppliers are required to comply with the current governmental and safety constraints on restricted, toxic and hazardous materials: as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the Delphi Delco Electronics Systems Buyer.

#### PLEASE NOTE;

Where a verbal/advanced order number has been previously advised, it is superseded by the nine digit order number displayed on the top of this order which is issued from our SAP Purchasing System.

CONFIRMATION ORDER where applicable.

\*\*\*\*\*

\*\*\*\*\*  
 Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
 \*\*\*\*\*

#### IMPORTANT NOTICE TO SUPPLIERS:

PLEASE COMPLY STRICTLY TO DELPHI'S SAFETY, HEALTH AND ENVIRONMENTAL PRACTICES WHILE WORKING IN DELPHI'S PREMISES.

\*\*\*\*\*

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

BALL SYSTEMS INC  
622 S RANGE LINE RD STE 624 B  
CARMEL IN 46032  
UNITED STATES

**Purchase Order**

PO Number	Date Issued
450107774	06/06/2005
Version	
06/06/2005 05:15:42	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Requester
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**Notes Continued:**

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Supplier agrees to make deliveries according to the agreed upon delivery date(s), and to pay to Buyer liquidated damages amounting to 1.00% of the contract price per week, for each week (or part thereof) of any delay. Additional charges incurred by the supplier to achieve agreed upon delivery date are the supplier's responsibility and will not be reimbursed by Delphi.

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Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Buyer and Seller with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer expressly releases, and this Contract will not constitute or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subjects as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.

**Tom Houck @ PROBE-TEC**

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**From:** McGunigle, Annette [annette.mcGunigle@delphi.com]  
**Sent:** Monday, March 12, 2007 3:01 AM  
**To:** Tom Houck @ PROBE-TEC  
**Subject:** FW: Open Invoices

Tom,

Please refer to response below.

Regards.....Annette

Annette McGunigle  
Buyer - Indirect M&E  
Delphi Electronics & Safety  
Moorgate Road  
Kirkby L33 7XL  
Tel: + 44 (0) 151 549 3206  
Fax: + 44 (0) 151 549 3422  
E-Mail: annette.mcgunigle@delphi.com  
Liverpool

For quotation purposes only.  
Supplier acknowledges and agrees that Delphi's General Terms and Conditions are incorporated in, and a part of, this Request for Quote. By responding to this Request for Quote or commencing any work, services or other activities related to this Request of Quotation, Supplier acknowledges and agrees that Delphi's Terms and Conditions will apply to any resulting contract between Delphi and Supplier (including any purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Delphi or accepted in writing by Delphi) in their entirety without modification. A copy of Delphi's General Terms and Conditions is available upon written request to Delphi or via the internet at Delphi's website [www.delphi.com](http://www.delphi.com). Supplier acknowledges and agrees that it has read and understands Delphi's General Terms and Conditions. Any addition to, changes in, modifications of, or revisions of Delphi's General Terms and Conditions which Supplier proposes in any Quote or other document or Communication will be deemed to be rejected by Delphi except to the extent that Delphi expressly agrees to accept any such proposals in writing. Suppliers responding to this Request for Quote are expected to meet all requirements detailed in Delphi's Customer Specific Requirements and reference documents. These requirements and documents are available on the Delphi website, [www.delphi.com](http://www.delphi.com) (by clicking on "Suppliers" in the header and then "Supplier Standards" on the supplier page). Any proposed exceptions to these requirements are deemed to be rejected by Delphi except to the extent that Delphi expressly agrees to accept any deviations in writing.

-----Original Message-----

From: Baxter, Peter N Sent: 12 March 2007 08:40  
To: McGunigle, Annette  
Subject: RE: Open Invoices

Annette,

First we need to agree balances... our records show we owe them USD 4,775.16, which is invoice 10749 for \$9060, less the pre-filing payment

we made of \$4,284.84.

Then the supplier needs to take it up with the courts / DGSM. I don't think we can do any more from here.

Regards,

Pete

-----Original Message-----

From: McGunigle, Annette

Sent: 12 March 2007 07:57

To: Baxter, Peter N

Subject: FW: Open Invoices

Importance: High

Pete,

Can you confirm if this invoice was included on the pre-petition list?  
I assumed it was upto the supplier to make his claim with the courts??

Cheers

Annette McGunigle

Buyer - Indirect M&E

Delphi Electronics & Safety

Moorgate Road

Kirkby L33 7XL

Tel: + 44 (0) 151 549 3206

Fax: + 44 (0) 151 549 3422

E-Mail: annette.mcgunigle@delphi.com

Liverpool

For quotation purposes only.

Supplier acknowledges and agrees that Delphi's General Terms and Conditions are incorporated in, and a part of, this Request for Quote. By responding to this Request for Quote or commencing any work, services or other activities related to this Request of Quotation, Supplier acknowledges and agrees that Delphi's Terms and Conditions will apply to any resulting contract between Delphi and Supplier (including any purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Delphi or accepted in writing by Delphi) in their entirety without modification. A copy of Delphi's General Terms and Conditions is available upon written request to Delphi or via the Internet at Delphi's website [www.delphi.com](http://www.delphi.com). Supplier acknowledges and agrees that it has read and understands Delphi's General Terms and Conditions. Any addition to, changes in, modifications of, or revisions of Delphi's General Terms and Conditions which Supplier proposes in any Quote or other document or Communication will be deemed to be rejected by Delphi except to the extent that Delphi expressly agrees to accept any such proposals in writing. Suppliers responding to this Request for Quote are expected to meet all requirements detailed in Delphi's Customer Specific Requirements and reference documents. These requirements and documents are available on the Delphi website, [www.delphi.com](http://www.delphi.com) (by clicking on "Suppliers" in the header and then "Supplier Standards" on the supplier page). Any proposed exceptions to these requirements are deemed to be rejected by Delphi except to the extent that Delphi expressly agrees to accept any deviations in writing.

-----Original Message-----

From: Tom Houck @ PROBE-TEC [<mailto:t.houck@probe-tec.com>]

Sent: 09 March 2007 15:56  
To: McGunigle, Annette  
Cc: Andy Caine; Patrick Turley  
Subject: RE: Open Invoices  
Importance: High

Annette,

The US courts have just informed me that the invoices referenced below are not part of the bankruptcy actions as you stated. One of the two invoices was since paid but the other remains open and is long overdue.

Delphi PO# LE104772 - 450107774 was according to my records never paid against the second shipment of 3 pcs. Our invoice # was 10749. The date was 6/14/05. The amount was \$9060.00. There was another shipment of 1 pcs made that I believe was paid but the balance was not. This invoice has been sent many times so there should be plenty of copies of it.

Since the information I just received from the courts states this was not included in the bankruptcy by Delphi and since it has not been yet paid I would like to know how to resolve this outstanding invoice.

Your assistance is appreciated.

Tom Houck  
Ball Systems

-----Original Message-----

From: annette.mcgunigle [mailto:annette.mcgunigle@delphi.com]  
Sent: Wednesday, December 14, 2005 8:14 AM  
To: Tom Houck  
Subject: RE: Open Invoices

Tom

Unfortunately, as you are no doubt aware, Delphi have filed for Chapter 11. Liverpool are included in chapter 11, as our legal entity is in Delaware. As these invoices are pre-petition, you need to make your claim direct with USA courts. I guess you have been receiving correspondences from US Courts??

Apologies I cannot be of any further assistance. Future invoices, no issues with payment - business as usual.

Regards.....Annette

Annette McGunigle  
Buyer - Indirect M&E  
Delphi Electronics & Safety  
Moorgate Road  
Kirkby  
Liverpool  
L33 7XL  
Tel: + 44 (0) 151 549 3206  
Fax: + 44 (0) 151 549 3422  
E-Mail: annette.mcgunigle@delphi.com

-----Original Message-----

From: Tom Houck [mailto:t.houck@ballsystems.com] Sent: 13 December 2005 22:54  
To: McGunigle, Annette  
Subject: Open Invoices



Annette,

I have two very old invoices that have never been paid. Could you let me know to whom I should direct an inquiry?

Regards,  
Tom Houck  
General Manager  
Ball Systems  
622 S. Range Line Rd.  
Carmel, IN 46032  
317-848-0205  
Fax 317-848-0207  
Mobile 765-418-1997  
t.houck@ballsystems.com  
www.ballsystems.com

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No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.1.371 / Virus Database: 267.14.16/225 - Release Date:  
1/9/2006

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Note: If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

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